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Atty Docket No. 20375-022000

ATTENTION: Examiner Alain L. Bashore
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Group Art Unit 3624

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EXAMINER ALAIN L. BASHORE

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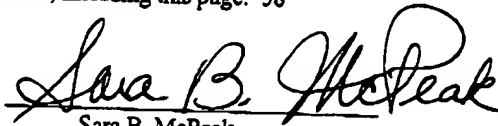
I hereby certify that the following document(s) in re Application of Lynn Holm Blagg et al., Application No. 09/298,417, filed April 23, 1999 for METHODS FOR PROCESSING A GROUP OF ACCOUNTS CORRESPONDING TO DIFFERENT PRODUCTS is being facsimile transmitted to the Patent and Trademark Office on the date shown below.

Document(s) Attached

1. Transmittal Form (1 page)
2. Fee Transmittal (1 page in duplicate)
3. Transmittal of Appellant's Brief Under 37 CFR 1.192 (2 pages in triplicate)
4. Appellants' Appeal Brief Under 37 C.F.R. 1.192 (16 pages in triplicate)

Number of pages being transmitted, including this page: 58

Dated: July 1, 2003


Sara B. McPeak

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PATENT
Attorney Docket No.: 20375-022000

On July 1, 2003

TOWNSEND and TOWNSEND and CREW LLP

By: Sara B. McPeak

Sara B. McPeak

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS

In re application of:

Lynn Holm Blagg et al.

Application No.: 09/298,417

Filed: April 23, 1999

For: METHODS FOR PROCESSING A
GROUP OF ACCOUNTS
CORRESPONDING TO DIFFERENT
PRODUCTS

Examiner: Alain L. Bashore

Art Unit: 3624

TRANSMITTAL OF APPELLANT'S
BRIEF UNDER 37 CFR 1.192

Commissioner of Patents and Trademarks
U. S. Patent and Trademark Office
Washington, D.C. 20231

Sir:

Appellants hereby transmit three (3) copies of the brief required under 37 CFR 1.192 in connection with the appeal in the above-captioned application. The NOTICE OF APPEAL UNDER 37 CFR 1.191 was filed by facsimile transmission on June 27, 2003 and received by the Patent and Trademark Office on June 27, 2003.

Appellants hereby request that the fee for filing a brief in support of an appeal, \$320.00, or such greater or lesser amount as the Commissioner may deem is required by 37 CFR 1.17(c), be charged to Deposit Account No. 20-1430.

☒ The brief is being filed under 37 CFR 1.8 and the required Certificate of Facsimile transmission appears above.

☐ Appellants hereby request an oral hearing pursuant to 37 CFR 1.194 and hereby request that the fee for filing a request for oral hearing, \$, or such greater or lesser amount

Attorney Docket No.: 20375-022000

Application No.: 09/298,417

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as the Commissioner may deem is required by 37 CFR 1.17(d), be charged to Deposit Account No. 20-1430.

☒ Appellants reserve the right to request an oral hearing pursuant to 37 CFR 1.194 following receipt of the Examiner's Answer.

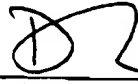
☐ A Petition to Extend Time is enclosed.

Respectfully submitted,

TOWNSEND and TOWNSEND and CREW LLP

Date: July 1, 2003

By



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Enclosures: Appellant's Brief (in triplicate)

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By Sara B. McPeak
Sara B. McPeak

PATENT

Attorney Docket No. 20375-022000US

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

In re application of:

Lynn Holm Blagg et al.

Application No.: 09/298,417

Filed: April 23, 1999

For: METHODS FOR PROCESSING A
GROUP OF ACCOUNTS
CORRESPONDING TO DIFFERENT
PRODUCTS

Art Unit: 3624

Examiner: Alain L. Bashore

APPELLANTS' APPEAL BRIEF UNDER
37 C.F.R. §1.192

Assistant Commissioner for Patents
U. S. Patent and Trademark Office
Washington, D.C. 20231

Sir:

Applicants ("Appellants") have filed a timely Notice of Appeal on June 27, 2003. Claims of the present application have been twice rejected, and therefore the present application is ripe for appeal under 37 CFR §1.191. The following is Appellants' Appeal Brief submitted in triplicate pursuant to 37 C.F.R. §1.192(a).

REAL PARTY IN INTEREST:

First Data Corporation is the real party in interest as the assignee of the above identified application.

RELATED APPEALS AND INTERFERENCES:

It is not believed that any other appeals will directly affect, or be directly affected by this appeal. However, Appellants have appealed U.S. Patent Application No. 09/298,521 which shares a common specification and filing date with the application at issue in this appeal brief. Further, the aforementioned appeal stems from prosecution proceeding in front of the same examiner, Examiner Baishore, as that of the present application. Accordingly, the aforementioned appeal may have some bearing on the Board's decision in the pending appeal.

STATUS OF THE CLAIMS:

For the purposes of narrowing issues on appeal, Appellants herein cancel claims 62-72 without prejudice for re-filing at a later date. Thus, claims 9-22 and 73-75 remain pending, and are presented for review in this appeal. Claims 9 and 17 are as most recently amended in Appellants' response filed February 21, 2003. Claims 10-16, and 18-22 are as originally filed, and claims 73-75 are as previously added.

Claims 9-22, and 73-75 stand rejected under 35 U.S.C. §103(a) as being obvious over Embrey U.S. Patent 6,311,170 (hereinafter "Embrey") in view of Musmanno et al. U.S. Patent 5,826,243 (hereinafter "Musmanno"), and further in view of Garrison et al. U.S. Patent 6,327,577 (hereinafter "Garrison").

STATUS OF THE AMENDMENTS:

No amendments have been filed subsequent to the Office Action of June 9, 2003.

SUMMARY OF THE INVENTION:

Various embodiments of the present invention provide methods for applying a group payment to a group that includes a plurality of accounts. In some cases, the group spans a number of credit products, and/or both key and dependent accounts. Thus, as just one example, a group may consist of one or more dependent accounts, and a key account owned by a primary owner who is perhaps at least jointly liable for some of the dependent accounts. The methods can include preparing a payment statement indicating an outstanding balance associated with at least one account in the group of accounts. A payment is received, which is entered into a computer system. The account(s) to which the payment is associated are used to identify a group to which the accounts relate, and in turn to determine if the received payment is to be applied as a group payment. In some cases, determining whether a payment is to be applied as a group payment depends upon whether the payment is received in association with a key account or a dependent account. In other cases, a rule is maintained in relation to the account group indicating how certain payments are to be allocated.

As one example, where it is determined that the payment is to be applied as a group payment, it is also determined which of the accounts are to receive an allocation of the group payment. The amount of the received payment is compared against group balances (liabilities of one or more accounts within the group), balances for individual accounts (liabilities of the individual account), and/or scrutinized using group payment rules to determine which accounts within the group will receive a given portion of the received payment. Once the allocation has been calculated, the group payment is disbursed to one or more accounts within the group.

As another example, where it is determined that payment for the dependent account is due from the primary owner for the group, the group payment is applied to the key account and the dependent account by: using a computer system to access a database, and to determine a group balance from information accessed from the database; comparing the group

payment to a group balance; based upon the comparison between the group payment and the group balance, identifying a group payment option; allocating the group payment between the key account and the dependent account based upon the group payment option, the group payment, the group balance, a key account balance and a dependent account balance; and applying the group payment in accordance with the allocation to reduce a liability due in association with at least one of the dependent account and the key account.

ISSUES:

ISSUE I. Whether Embrey fails to disclose every element of claims 9-22, and 73-75 except: (a) accounts spanning a plurality of products; (b) identifying a payment option; (c) a group balance that may further be a minimum payment or a delinquency amount, accounts including a key account and a dependent account; (d) determining whether payment for a dependent account is due from a primary owner for the group or from a dependent cardholder associated with the dependent account; and (e) if payment for the dependent account is due from the group, there is applied the group payment to the key account and the dependent account.

ISSUE II. Whether any combination of Embrey, Musmanno, and Garrison can support a proper rejection of the claims 9-22, and 73-75;

ISSUE III. Whether Musmanno is properly combinable with Embrey; and

ISSUE IV. Whether Garrison is properly combinable with Embrey.

GROUPING OF THE CLAIMS:

For the purposes of this appeal, all claims stand or fall together.

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ARGUMENT:Introduction.

The Examiner rejects claims 9-22, and 62-75 under 35 U.S.C. § 103(a) as obvious over Embrey in view of Musmanno et al., and further in view of Garrison et al. Office Action of June 9, 2003 at ¶¶4-5. For this rejection to be proper, at least two basic criteria must be met: (1) the cited references must teach, disclose, or suggest all of the claim limitations, and (2) there must be some suggestion or motivation to combine the cited references in a way that renders the claims at issue obvious. In this case, neither of the criteria are met.

Rather, the examiner has improperly stripped the claims at issue of meaningful words, phrases, and/or limitations to create a straw man that is then subjected to the rejection. See e.g., *In re Wilson*, 424 F.2d 1382, 1385, 165 U.S.P.Q. 494, 496 (CCPA 1970) ("All words in a claim must be considered in judging the patentability of that claim against the prior art."). Then, the examiner improperly proceeds to use this subset of the claim language as a blueprint for assembling a mosaic extracted from the cited art to create a facsimile of the inventions as claimed. See e.g., *Interconnect Planning Corp. v. Feil*, 227 U.S.P.Q. 543, 547-551 (Fed. Cir. 1985) ("[t]he invention must be viewed not with the blueprint drawn by the inventor, but in the state of the art that existed at the time [of invention]"). The failure of the rejection under the first point is addressed under Issue I and Issue II below, while the failure of the rejection under the second point is addressed under Issue III and Issue IV below.

Issue I.

As one example of the straw man approach, claim 9 is set forth below in its entirety. The portions that the examiner alleges to be disclosed by Embrey are marked with a single underline, those from Musmanno are marked with a double underline, and those from Garrison are marked with a dashed underline. Finally, those not underlined, but set forth in bold are not even alleged to be included in any of the references.

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9. A method for applying a group payment to a group, the group comprising a plurality of accounts spanning a plurality of credit products, comprising the steps of:
receiving a payment at a payment processor and entering the payment into a computer system;
determining that the payment is a group payment, wherein determining that the payment is a group payment includes identifying one or more accounts to which the payment is associated and determining that the one or more accounts are associated with a group;
determining which accounts are included in a group payment allocation defined in relation to the group;
comparing the group payment to a group balance, wherein the group balance indicates a liability due in relation to one or more accounts associated with the group payment allocation;
based upon the comparison between the group payment and the group balance, identifying a group payment option using the computer system;
calculating the group payment allocation in the computer system using the group payment option, the group payment, the group balance, and the balances of the accounts included in the group payment allocation; and
applying the group payment to the accounts included in the group payment allocation, wherein a liability associated with one or more accounts included in the group payment allocation is reduced through application of at least a portion of the payment.

As can be graphically appreciated, the rejection fails to even address a considerable portion of claim 9. As a proper rejection must consider all words of the claims, the present rejection fails to present a prima facie case of obviousness, and thus should be withdrawn and the claims at issue allowed.

Further, not only does the rejection fail to consider all the words of claim 9 as required by the Law, the cited art fails to disclose, teach or suggest various of the elements that the rejection actually did address. As just one of many examples, the rejection states that Embrey discloses that "[t]he group payment is compared to the group balance (col 26, lines 25-50)." Office Action of June 9, 2003 at ¶5. First, Embrey does not even include disclosure sufficient to reject the aforementioned portion of the claim. Second, even if *arguendo*, Embrey did properly reject the aforementioned portion of the element, Embrey does not address the full element that reads "comparing the group payment to a group balance, *wherein the group balance indicates a liability due in relation to one or more accounts associated with the group payment*

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allocation; [and] based upon the comparison between the group payment and the group balance, identifying a group payment option".

As presented, Appellants' claim 9 provides for receiving a payment directed to a group of accounts. The amount of the payment is compared to a group balance that indicates a liability due in relation to one or more accounts. Based at least in part on this comparison, a group payment option allocating the payment between accounts included in the group payment allocation is identified. Thus, the allocation of the received payment between the group of liabilities is at least partially based on the amount of the payment in relation to the total liabilities of various accounts. See e.g., Application at p. 35, l. 23 - p. 36, l. 13. As a specific example to which the claim can be applied, if the received payment is greater than or equal to the last statement balance for the group, then the payment is applied to each of the accounts included in the group allocation, and any remainder is applied to a designated account within the group. Application at p. 36, ll. 16-30. Alternatively, where the received payment is less than the last statement balance for the group, the payment is allocated between the various accounts, albeit in a different manner. Application at p. 36, l. 31 - p. 38, l. 15.

In stark contrast, none of the cited references include comparing a payment to a group of liabilities to determine how that payment is allocated between a accounts defined by an account group allocation. Rather, the art cited for this proposition, Embrey, teaches a method and apparatus that allows a third party payment provider to make payments on behalf of a number of payors that are directed to a number of payees. See Embrey at col. 2, ll. 52-60. To do this, an authorization is obtained from the various payors, and a bank is chosen to automatically transfer the monies approved through the authorizations from the payors to the third party payment processor. See Embrey at col. 3, ll. 14-48. Further, the payors communicate payment instructions to the third party. Id. These payment instructions include an identification of each of the payees, an amount to be provided to each of the payees, and a unique identifier to be associated with each of the payments. Id. Then, the third party consolidates payment instructions from multiple payors, sends a check to the indicated payees, generates accounting information about the processed checks, and transmits the payment information to the bank that provided the funds. Id. This system is applicable to situations where a large number of small checks are to be presented to a large number of payees, and where those payees also receive

payments from other payors associated with the third party. Id. at col. 2, ll. 3-8. As one example, this system is applicable to government entitlement programs since citizens receiving from one entitlement program often receive from multiple entitlement programs. Id. at col. 1, ll. 41-53.

When the bank receives the check, the check is compared against the amount for which it was authorized, and if the amount matches the check is honored, otherwise it is dishonored. See Embrey at col. 25, l. 55 - col. 26, l. 50. In this process, the third party provides payment information to the bank, and the bank uses this information to determine if the amount on the face of the check is correct. Embrey at col. 25, l. 64 - col. 26, l. 4. Where it isn't correct, the check is dishonored. Embrey at col. 26, ll. 4-8. In some cases, where the check represents multiple payments, the aggregate amount of the payments included in the check is compared to the amount on the face of the check, and the total amount must match otherwise the check is dishonored. Embrey at col. 26, ll. 14-41. Thus, the section of Embrey (column 26, lines 25-50) cited in the rejection as disclosing the element at issue, actually teaches a method for assuring that the amount on the face of a check matches the amount authorized by the bank. However, Embrey clearly does not teach that a payment amount is compared to a group balance to determine how that payment amount will be distributed among a group of accounts.

As the cited references fail to disclose, teach or suggest a number of the limitations of claim 9, including that specifically discussed above, the rejection should be withdrawn and claim 9 as well as those dependent there from allowed. A similar element is found in the other independent claim at issue, claim 17. Thus, the rejections as to claim 17 and all those claims dependent there from are also allowable for at least the aforementioned reasons.

The overreaching nature of the rejection is further exposed through claims 11-13 where the group balance to which the payment is compared is respectively a group minimum payment due, a group last statement balance, and a group delinquency amount. Embrey simply does not disclose, teach or suggest anything about this. Indeed, this is frankly admitted in the rejection. In particular, the rejection states that "Embrey does not specifically disclose . . . a group balance that may further be: a minimum payment, or a delinquency account." Office Action of June 6, 2003 at pp. 3-4. In fact, not only does Embrey fail to explicitly disclose this, using the best hindsight possible it is hard to conceive of how such a teaching could be included

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in the disclosure of Embrey. Further, none of the other cited references teaches this. Perhaps this is why the rejection simply fails to address these claims, after having first admitted the failure of Embrey.

As another example, the rejection fails to even acknowledge the limitations of claims 18-22, or claims 73-75. Again, this is because the cited art fails to disclose, teach or suggest such limitations. Accordingly, the rejections as to these claims should also be withdrawn, and the claims allowed.

Issue II.

As previously discussed, the cited references fail to disclose, teach or suggest at least one element of the claims at issue. It thus follows that the cited references, either separate or in combination fail to disclose, teach or suggest each element of the claims at issue. Hence, the rejections should be withdrawn, and the claims allowed.

Issue III.

The suggestion or motivation to combine must be found in the cited art, and not derived from Appellants' disclosure. See e.g., *In re Vaeck*, 947 F.2d 488, 20 U.S.P.Q.2d 1438 (Fed. Cir. 1991). Furthermore, "[t]o support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references." *Ex parte Clapp*, 227 U.S.P.Q. 972, 973 (Bd. Pat. App. & Inter. 1985).

In support of combining Musmanno and Embrey, the rejection states that "[i]t would have been obvious to one of ordinary skill in the art to include accounts spanning a plurality of products to Embrey because Musmanno et al teaches that it is common for a group (customers) to have a plurality of products (col. 1, lines 65-66)."¹ Office Action of June 9, 2003

¹ It should be noted that the rejection includes four similar reasons for combining Musmanno with Embrey. Each suffers from the same fatal flaw as set forth in relation to the discussed basis.

at p. 5. According to this reasoning, any reference can be combined with any other reference because the two references teach the elements of the claims at issue. This is, of course, nonsense.

Simply stated, neither Musmanno nor Embrey includes an explicit or implicit suggestion to combine. Rather, Appellants' claims provide the framework into which an alleged teaching of Musmanno and another from Embrey can be placed. Of course, this represents improper use of hindsight, replacing the convincing line of reasoning required by the law. Accordingly, for at least this additional reason the rejection should be withdrawn and the claims at issue allowed.

Issue IV.

The rejection also alleges that an element of the claims is disclosed by Garrison. More specifically, it is suggested that Garrison teaches giving advice to a merchant about how to remit payment. Office Action of June 6, 2003 at p. 6 (citing Garrison at col. 5, ll. 20-34). Then, it is asserted that "[i]t would have been obvious to one with ordinary skill in the art to include identifying a payment option to Embrey for the purposes of financial convenience". Office Action of June 9, 2003 at p. 6. However, neither Embrey nor Garrison include disclosure suggesting or motivating the combination. Further, even if the previous quoted statement were true, it hardly provides the convincing line of reasoning required by the Law. Accordingly, the rejection should be withdrawn for at least this additional reason, and the claims allowed.

Indeed, this issue may be irrelevant as the combination suggested by the rejection does not even address the claims at issue. Said another way, adding advice to a merchant about how to remit payment (as disclosed in Garrison) does not cure any of the failures of Embrey as admitted in the rejection. Thus, even where the combination of Embrey and Garrison is proper, which it is not, the combined teachings still fall far afield from the claims which the combination purports to reject.

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CONCLUSION:

The claims at issue have been searched three times. As set forth herein, and supported by the failure of the present rejection, the cited art whether separate or in combination fails to render the claims at issue either anticipated or obvious. Hence, Appellants respectfully request the Board of Patent Appeals and Interferences rule that claims 9-22 and 73-75 are patentable over the cited art for at least the reasons provided above.

Please deduct the requisite fee, pursuant to 37 CFR §1.17(c) from deposit account 20-1430 and any additional fees associated with this brief. This brief is submitted in triplicate.

Respectfully submitted,



Douglas M. Hamilton
Reg. No. 47, 629

July 1, 2003
Date

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Encl.: Appendix of claims involved in appeal.

APPENDIX

9. (Previously Twice Amended) A method for applying a group payment to a group, the group comprising a plurality of accounts spanning a plurality of credit products, comprising the steps of:

receiving a payment at a payment processor and entering the payment into a computer system;

determining that the payment is a group payment, wherein determining that the payment is a group payment includes identifying one or more accounts to which the payment is associated and determining that the one or more accounts are associated with a group;

determining which accounts are included in a group payment allocation defined in relation to the group;

comparing the group payment to a group balance, wherein the group balance indicates a liability due in relation to one or more accounts associated with the group payment allocation;

based upon the comparison between the group payment and the group balance, identifying a group payment option using the computer system;

calculating the group payment allocation in the computer system using the group payment option, the group payment, the group balance, and the balances of the accounts included in the group payment allocation; and

applying the group payment to the accounts included in the group payment allocation, wherein a liability associated with one or more accounts included in the group payment allocation is reduced through application of at least a portion of the payment.

10. (As Filed) The method of Claim 9, wherein the step of determining which accounts are included in a group payment allocation comprises:

determining which accounts were included in the group balance on a last group statement.

11. (As Filed) The method of Claim 9, wherein the group balance is a group minimum payment due.

12. (As Filed) The method of Claim 9, wherein the group balance is a group last statement balance.

13. (As Filed) The method of Claim 9, wherein the group balance is a group delinquency amount.

14. (As Filed) The method of Claim 9, further comprising the steps of:
determining whether the group payment is subject to an allocation instruction;

if the group payment is subject to the allocation instruction, then applying the group payment to the accounts in the group according to the allocation instruction.

15. (As Filed) The method of Claim 9, wherein the allocation instruction is a standing instruction that applies to all payments received.

16. (As Filed) The method of Claim 9, wherein the allocation instruction applies to a specific payment received.

17. (Previously Once Amended) A method for applying a group payment to a group, the group comprising a plurality of accounts spanning a plurality of products, including a key account and a dependent account, comprising the steps of:
entering a payment into a computer system;
determining whether the payment is a group payment;
determining whether payment for the dependent account is due from a primary owner for the group or from a dependent cardholder associated with the dependent account wherein the primary owner for the group is associated with the key account and the dependent cardholder is associated with the dependent account;

determining that payment for the dependent account is due from the primary owner for the group, and applying the group payment to the key account and the dependent account by:

using a computer system to access a database, and to determine a group balance from information accessed from the database;

comparing the group payment to a group balance;

based upon the comparison between the group payment and the group balance, identifying a group payment option;

allocating the group payment between the key account and the dependent account based upon the group payment option, the group payment, the group balance, a key account balance and a dependent account balance; and

applying the group payment in accordance with the allocation to reduce a liability due in association with at least one of the dependent account and the key account.

18. (As Filed) The method of Claim 17, further comprising the step of:
if the group payment exceeds the group balance, then allocating an amount of the group payment that exceeds the group balance to the key account.

19. (As Filed) The method of Claim 17, wherein the group balance is equal to a sum of a key account last statement balance and a dependent account last statement balance, further comprising the step of:

if the group payment equals the group balance, then allocating the payment to the key account and the dependent account to satisfy the key account last statement balance and the dependent account last statement balance.

20. (As Filed) The method of Claim 17, wherein the group balance equals a sum of a key account minimum payment due and a dependent account minimum payment due, further comprising the step of:

if the group payment equals the group minimum payment due, then allocating the group payment to the key account and the dependent account to satisfy the key account minimum payment due and the dependent account minimum payment due.

21. (As Filed) The method of Claim 17, further comprising the steps of:
if the group payment does not equal the group balance, then determining a second group payment option; and

allocating the group payment to the key account and the dependent account in accordance with the second group payment option.

22. (As Filed) The method of Claim 17, further comprising the steps of determining whether the group payment is subject to an override instruction;
if the group payment is subject to the override instruction, then allocating the group payment between the key account and the dependent account in accordance with the override instruction.

73. (Previously Added) A method for applying a group payment to a group of accounts, comprising the steps of:

using a computer system, providing a document containing a request for payment, wherein the request for payment includes a payment amount that satisfies an outstanding balance on at least one credit account;

receiving a payment, wherein the payment is associated with the at least one credit account;

using the computer system, identifying a group of accounts associated with the at least one credit account; and

in an automated manner, applying a portion of the payment to the at least one credit account, and to at least one other account within the group of accounts.

74. (Previously Added) The method of claim 73, the method further comprising:

determining that the payment is a group payment;
comparing the payment to a group balance, wherein the group balance is
an aggregate of outstanding balances on at least two accounts within the group of
accounts; and
wherein applying the portion of the payment to the at least one credit
account, and to the at least one other account within the group of accounts is based at
least in part upon the comparison between the payment and the group balance.

75. (Previously Added) The method of claim 74, the method further
comprising:

identifying a group payment option; and
calculating the portion of the payment to be applied to the at least one
credit account, and the portion to be applied to the at least one other account based at
least in part on the group payment option.